Revenue (1926) Department.

M.SERIES.

G.O. No. 1795

DATED 18.10.1926

[Despatch Abstract.]

Assignment - Land - South Kanara - Udipi taluk - Kodavur village - de Soma Marakala, - Lease for fish guano factory - Revision of - appeal - Rejected.

386 II
5-2-26

The Secretary to,

GOVERNMENT OF MADRAS,

(DEVELOPMENT DEPARTMENT),

"Fort St. George," MADRAS.

HUMBLE MEMORIAL OF KALMADY SOMA MARAKALA OF KODAVUR VILLAGE, MALPE POST, UDIPI TALUK, S. KANARA.

Dated 21-1-1926.

Most Respectfully Sheweth,

That your petitioner is a fish-oil and guano merchant and the owner of a private fish-curing yard at Malpe of Kodavur village, Udipi Taluk, in the district of South Kanara.

2. That Government in their G. O. 2669 dated 1st September 1911 were pleased, at the recommendation of the Hon'ble the Board of Revenue, and the District Magistrate, S. Kanara, to lease about 2 acres of land in Survey Nos. 280 and 282 of Kodavur village, Udipi Taluk, S. Kanara, for the purpose of erecting a fish-oil factory.

3 That the lease was in the first instance as directed in the G. O. made tenable for a period of 7 years at a rental of 2 rupees per acre subject also to certain other conditions one of which was "that if during the currency of the lease the land is required by Government for any public purpose it shall be lawful to Government to resume possession on giving 12 months' notice and paying the actual cost of removing the mill from the premises".

4 That the G. O. quoted above, your petitioner ventures to submit, makes it abundantly clear that it was the intention of the Government not to disturb possession of the land thus leased out to petitioner nor to alter and modify the original conditions fixed by the Government unless and until the land was required for public purposes.

5 That accordingly your petitioner invested on the land a large sum of money amounting over Rs. 20,000/- in the construction of necessary fish-oil and guano factories, drying yards, storage tanks, and with the permission of the Hon'ble Board of Revenue opened on the same land a private fish-curing yard in which your petitioner maintains a staff of Fisheries Officers consisting of a petty yard Officer and a peon at considerable cost and he also contributes towards the pension of these members of the Fisheries Department.

6 That your petitioner at the expiry of the period of the 1st seven years got the lease renewed for a further term of seven years on the same conditions as before at the same rate of rental.

7 That the term of the second lease having expired as usual he applied for the renewal of the lease and he is shocked to be informed that the lease can only be renewed for a further period of 3 years and that the rental in future will be Rs. 25/- per acre and not Rs. 2/- as here-to-fore—by the Collector in his order D. Dis. 4818—25 dated 29-11-1925. Your petitioner ventures to submit that:—

(a) Firstly the above order is passed without jurisdiction, as G. O. No. 2669 of 1st September 1911 having fixed the rental at Rs. 2/- per acre it is not open to the District Magistrate or even to the Board to enhance it without the express sanction of the Government.

(b) Secondly the order is without any justification, in-as-much as your petitioner has invested on the land over Rs. 20,000/- on various buildings, machineries, fences, enclosures etc., and maintains a Government Staff of the Fisheries Department at considerable cost, contributing as already submitted, even towards the pension of the above staff. Further, the order is directly opposed to the policy of Government in respect of extending patronage to industrial enterprises of the kind.

(c) And thirdly the enhancement has exceeded all proportions. Your petitioner need hardly submit. it is almost cruel to enhance the rental ~~for~~ from Rs. 2/- to Rs. 25/- at one stretch. The plea put forward for this most unjustified enhancement is that at present all fish-oil factory leases are charged an annual rental of Rs. 25/-. But Government will be pleased to see that your petitioner was the first to give encouragement to this business by taking an initiative in this line at the desire of Sir Fredrick Nicholson Kt. K. C. I. E. losing very heavily in the first several years of his enterprise; that your petitioner is also the first and the only man to open a private fish curing yard, in this district and maintain a Government Staff thereat. That the fishing industry by itself is not self-supporting is clear from the fact that the Government is pleased to issue duty free salt in Government fish-curing yards for the purpose of curing fish in consideration of the above facts. Therefore petitioner's case stands on a distinctly different footing to that of other factory owners, and deserves special consideration at the hands of the Government.

Your petitioner therefore prays Government may be pleased in consideration of all facts submitted above to direct the District Magistrate, S. Kanara to—

(i) renew the lease on a rental of Rs. 2/- per annum as sanctioned by Government in their G. O. 2669 of 1st September 1911, and

(ii) to extend the lease from time to time at the expiry of each lease on the same terms unless and until the land is found necessary to be taken possession of by Government being required for public purposes.

For which act of justice and mercy your petitioner will ever feel grateful.

rue copy submittd through the Director of Fisheries

Madras

Krishna
21-1-26.

Dev. Dept

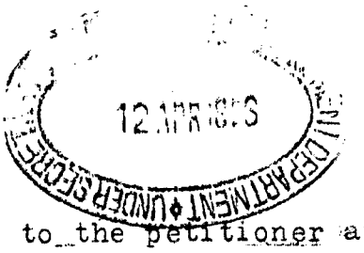
To Asst Secretary The Director's remarks on the petition may be awaited. Renmd on 1.3.26

8/26

8.2.26

Department of Fisheries.

Memorial of Kalmady Soma Marakala of Kodavur Village Malpe Post, Udipi Taluk, S. Kanara, dated 21-1-1926.



Forwarded and Recommended.

2. The lands were assigned to the petitioner at a very favourable rate for a period of seven years in 1911 and the period was further extended for another seven years in 1918. Since then other lands of a similar nature have been assigned on ordinary rates to other applicants to be used for similar purposes as the petitioner viz. fish-oil and guano factories.

3. It is true that the petitioner has had 14 years in which to establish his business, and the fact that others are willing to carry on the same business without any concession in rate of rent shows that the industry is profitable enough.

4. But the industry cannot be said to be fully develope In a Presidency where there are over 30 million people engage in agriculture, a trade in guano which in the year 1923-24 amounted to 22,500 tons valued approximately at Rs.13.50,000 year cannot be said to be anything but small.

5. The advantages of using the manure have to be made known the market extended and the trade expanded and the productior increased. Advertisement among an illiterate and conservati population is only possible by reducing the price to the utmc possible limit so that the articles may get known by being us

6. With the size of the industry and the market as they are large scale production and the economies resulting from i are not possible. Government should therefore regard it sti as an infant industry of very slow growth and do all they car to encourage it.

7. The only bounty now asked for and it is at best only

a small one -- is for a favourable rate of rent, and this concession may in justice be extended to all persons engaged in that industry. The resulting encouragement will I feel certain be out of all proportion to the smallness of the resulting financial loss to Government, which is only Rs.18/- an acre for a few acres of land.

8. The petitioner has a further claim on Government in as much as he is the pioneer of the industry and it is by his example others have been encouraged to enter the trade.

P. Sundara Raj

Director of Fisheries.

To

The Secretary to Government,
Development Department.

5

Development Dept

Petition from Mr Kalmady Soma Marakala of Kodavur village, Malpe Post, Udipi taluk, S. Kanara district

dj 21-1-26

Endt. by the D.F. dj 10-4-26

Endt No 386 II/26-1 dj 18-4-26

Referred to the ~~Collector of S. Kanara~~ Board of Revenue for remarks.

17-4-26

To ~~Collector of S. Kanara~~ Board of Revenue

Reminder on 20-5-26

19-4-26

Issue

DEVELOPMENT DEPARTMENT.

C.N: 31

CURRENT No.

25 JUL 1926

Received ..... 192 *Registered* .....

Ser 1882 II
26 Jab

Subject.

Assignment - Land- (South Kanara) -Udipi taluk - Kodavur village - Soma Marakala, M.R.Ry. K. - Memorial- Board's remarks offered.

ENCLOSURES.
No. .....
.....
Spare copies .....

REFERENCE No. B.2000/26-2.

Station Madras. *Dated the* 17th July 192 6.

From

W. Scott Brown, Esq., I.C.S.,
Secretary, Land Revenue. and
The Board of Revenue, ~~Revenue~~ Settlement, ~~etc.~~
~~Separate Revenue.~~

P.L. Moore, Esq., C.I.E., I.C.S.,
Commissioner of Land Revenue.

~~Resolution~~
Reference:--

Reference: Government Endorsement No.386-II-1926-1 dated 19th April 1926:

In their Order No.2669, Revenue, dated 1st September 1911, Government sanctioned the lease of about 2 acres of land in S.Nos.280 and 282 of Kodavur village, Udipi taluk, to M.R.Ry. K. Soma Marakala for 7 years for the purpose of erecting a fish oil factory subject to an annual rental of Rs.2/- per acre. On the expiry of the term, the Collector renewed the lease for another period-7 years- subject to the same rental. The term expired on 15th May 1925. By this time B.S.O.No.15 had been amended and paragraph 35 (VII) limits the grant of leases, as opposed to sale by auction, of coa land for fish oil factories to a term of 3 years. The pre

vaili

prevailing ground-rent in the locality was Rs.25/- per acre and this was charged for similar leases. M.R.Ry. Soma Marakala was accordingly asked if he was willing to renew the lease for 3 years at that rate. In reply, he stated that he wished to have a permanent lease subject to the old rental of Rs.2/- per acre, on the ground that he had invested over Rs.20,000/- on the buildings on the land and that he was a pioneer in the industry and therefore entitled to special concessions. The Collector addressed the Board for orders whether the usual rent should be reduced in this parti cular case. The Director of Fisheries, whom the Board consul ted, represented that a low rent should be charged as the manufacture of fish oil and guano is still an infant industry It did not appear to the Board that, in this particular case, the lessee whose individual business was well established and who had enjoyed a lease for 14 years on very favourable terms would be affected in any way if he had to pay an annual renta of about Rs.50/- instead of Rs.4/- The Board accordingly instructed the Collector to levy the prevailing rate of Rs.2 per acre.

2. M.R.Ry. Soma Marakala has not adduced any fresh grounds for the reduction of rent, and the Board has no recom dation to offer on his behalf.

W Scott Bom 191

SECRETARY.

To the Secretary to Government, Development Department, with a memorial and its enclosure, and 6 Dis.files.

[Rev-CNo. 2905 A/26]

Development Dept.

Assignment — Land (South Kanara) — Udipi taluk — Kodavur village — MRRy K. Soma Marakala — Memorial.

[CNo 386 II] From MRRy K. Soma Marakala of Kodavur village, Udipi taluk, S. Kanara district dj 21-1-1926.

pp 1-2 C.F.

pp 3-4 C.F. From the D. F, endt. dj 10-4-1926.
To the Board of Rev, L.R.S; Endt no 386 II/26 dj 19-4-26

pp 5 C.F.

From Ref. no B. 2000/26-2 dj 12-7-1926

pp 6-7 C.F.

Back papers
G.O. 236 Devlt dj 13.2.25
" nis 168 Devlt dj 24.1.22
Rev 2669 Rev dj 1.9.11
" 1593 Rev dj 29.5.11.

To Asst Secretary

Please see the Correspondence at pp 1-7 C.F.

2 Orders on the memorialist's requests have to issue in the Rev dept. ~~what~~ We are concerned with the question whether in the interests of the fish oil and guano industry on the west Coast the memorialist should be charged only the low rental of Rs 2 per acre for the lands leased to him against Rs 25 per acre demanded by the Collector of S. Kanara. The D F considers that the fish oil and guano industry should be regarded as an infant industry and is consequently

the memorialist's request that he should be charged only Rs 2 per acre But it is observed ~~engage~~ that people engaged in the same industry in the locality are paying a higher rate of ground rent of Rs 25 per acre No representations have been received from them for any Concession in the matter of ~~quit~~ rent. The memorialist alone has protested against the increase of ~~Quit~~ ground rent in this case from Rs 2 to Rs 25 per acre which is the prevailing ~~quit~~ ground rent in the locality.

p 4 C.F

Collector's letter to Board at p 44 of (L)

It may be pointed out that the memorialist has been enjoying the ~~Concession~~ low rental of Rs 2 per acre for the last 11 years The Collector of S. Kanara says that he is a well to do man the increased ~~Quit~~ amount of rent he has to pay is only Rs 46 per annum There seems to be little justification for showing him any special Concession in the matter of ground rent. With these remarks the file may be sent to Rev. for issue of orders.

p 46 of (L)

× Old rate of rent at Rs 2 per acre 2 acres = Rs 4
Revised rate Rs 25 per acre = Rs 50
Difference = 46

AMM
31-7-26

No case has been made for the continuance of the old rate of rental. Poorer people pay Rs 25 per acre and the petitioner has been sufficiently rewarded for his services work

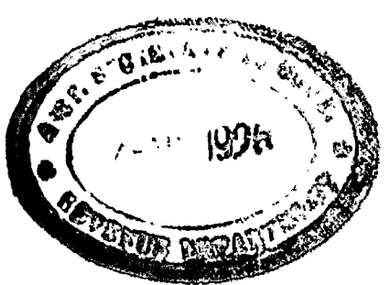
by the nominal rent fixed on the land for a period of ~~ten~~ ten years.

S/ RS
2-8-26.

I do not think the rent charged can be regarded as excessive, but ~~no reason has been~~ I can discover no reason for reducing the term of the lease to three years

WA
2.8.26.

Revenue a.o.



Drono 386 II/26 I
3.8.26

Rev CN° 2905-A
Rq°. 4.8.26
A1

Revenue Deptt.

To W.S.

This file deals with an appeal ~~from~~ from one K.S. Marakala, fish and guano merchant and owner of a fish curing yard at Malpe, Udipi Taluk, South Kanara Dt against the orders of the Collector of South Kanara.

2. For the history of the case please see the Board's Office at pgs 6-7 C.F.

3. The memorialist's requests are:— (1) that the lease may be ~~gran~~ renewed on a rental of Rs 2/- per acre per annum and (2) that the lease may be extended from time to time at the expiry of each lease on the same terms unless and until the land is required for a public

purpose by Government

As regards (1)- the rate of groundrent the Board reports that the prevailing groundrent in the locality is Rs 25/- per acre and that this rate was charged for similar leases The Board also considers that the lessee whose individual business was well established and who had enjoyed a lease of 14 years on very favourable terms would not be affected in any way if he had to pay an annual rental of Rs 50/ instead of Rs 41- for the two acres and does not recommend any reduction in the rent. The Development Dept also agrees with the Board that the rent charged is not excessive.

(2) As regards the period of the lease it is submitted that the last lease of the land granted to the memorialist for 7 years expired on 15-5-1925. When he applied for the renewal of the lease he was informed by the Collector that the lease can only be renewed for a further period of 3 years with reference to para 35(vii) of ~~B.S.O~~ 15 The Development Secretary says that he can discover no reason for reducing the term of the lease to three years

4. The period of seven years originally fixed for grant of leases of coast land for fish oil factories was reduced to three years when para 35(vii) of B.S.O 15 was re-drafted to make the system of auctioning leases of land more attractive. It was considered that "grant should ordinarily be for a shorter period than public auction.

P. 104-105 of F.O 168 — (A)
I do not understand 24.1.22
What this means. Illegible
explanation
P 166 ibid
8.1.26

5. The memorialist has not appealed to the Board of Revenue against the orders of the Collector of South Kanara and the present memorial is therefore liable to summary rejection under Petition Rule II(1) But in view of the fact that the memorial has been admitted and dealt with in the Development Dept in the first instance it is for orders whether it should be rejected at this stage or whether it may be disposed of on its merits

The Coll^r referred the question of rent to the Bd for orders & the Bd. fixed the rental. Any appeal would therefore be to Govt. I submit that the Govt. may decline to interfere with the Bd's order

30/8 S.

Please see Secy's query on the previous page -

If the land is given on conditional patta the Govt will have no chance of revising the rent at intervals. It is also doubtful whether provision of re-entry can be made effectively. If the land is leased to be for short terms, rent may be revised and provision of re-entry can be made and the land can be entered upon on the expiry of the lease if necessary

CRP
15.9.26

Return thro' Supt

17/9.

Why not (1) make revision of rent one of the conditions in the patta?

Why not? (2)

Rect 18/9

To U.S

(1) Even in cases of ordinary assignment under S.O. No. 15, a clause is inserted in the order issued Form D. that the annual assessment on the land shall be subject liable to periodical revision at resettlement. There seems to be, therefore, no objection in inserting a similar clause in a conditional patta. All conditions inserted in such patta would be perfectly valid & binding on the assignee under the provisions of the Crown Grants Act

P S 7 B 20 Vol I (as amended 4, 60 :

(2) ~~In view of~~ The provisions of section 16 of Act III of '05 preclude the appn of that Act in cases of resumption whether the lands concerned were held on conditional patta or on lease The question of inserting a separate conditio

for re-entry in

itself is separately under consde

(3) In the present case, the leas already been renewed but in re fact that the applicant wants to land, unless & until the Govt public purposes, a conditional pa. suitable provisions for revision assessment at intervals & re-ent with. appear to be more appropriate in the c of the case As the form of patta to be such cases has been referred separately to the A. opinion If approved, this may await orders in that bte

P 2 c 5

Ep
27/9/26

Ag
1/10
S.

There is no reason to withhold Orders accordingly.

R.T.C.

Separately wh on these "financial leases". Why were leases ado at all? Should these leases on Govt on which factories are to be built, permit facil a hindrance to trade. (See my remarks at the top of p 5, ms) Why does G.O. want "make exceptions" enabling leases of land over streams?

Extract taken and will be dealt with separately.
CRP
14.10.26

Sectt. II-5 (a)—28,703—6-12-24. (6)

Revenue DEPARTMENT.

	Date.	Initials.
When received for Fair-copying.		
When copied ..	18.10	
When examined ..		
When signed ..	18.10	
When despatched ..		

562

READ AGAIN G.O. No....., dated.....192 .

" " " " ..... " .....192 .

READ ALSO:—

C. No. 2905A/26 From the ~~Bd of Rev Kalmady~~ Soma Marakala, ~~No.~~ ~~Petn~~, dated 21-1-1926.

" " ..... " " Bd of Rev & RDs. Rep " B.2000/26-2 " 17-7-1926.

" " ..... " " ..... " ..... " .....192 .

Ltr + rule with docket CRP 16/10

ORDER.

Mis.

No. 1795, dated 18.10.1926.

DE. 18 OCT 1926

To Kalmady Soma Marakala,
Kodavur Village,
Udipi Taluk,
Malpe Post
S. Kanara district.

Copy to Devlt Dept:
Bd of Rev & RDs.
(with 6 Dis files)

The Govt do not see any reason to interfere on behalf on the petitioner

AD 16/10.

CRP
14.10.26.